## IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

Defendant.	)	
	)	
PENNSYLVANIA,	)	
BOROUGH OF MT. OLIVER,	)	
	)	Judge Nora Barry Fischer
v 5.	,	
VS.	)	Civil Action No. 08-00208
Plaintiff,	)	
	)	
CHRISTINE SECILIA,	)	

## ORDER

This matter is before the Court on a Motion to Strike Offer of Judgment [15], filed by Plaintiff Christine Secilia on June 17, 2008, in which she seeks an order from the Court striking Defendant's Rule 68 Offer of Judgment insofar as it contains a confidentiality clause not contemplated by Rule 68. (*See* generally Docket No. 15 at ¶4). In response, Defendant represents that it has sent a new offer of judgment to counsel for Plaintiff "removing the confidentiality contingency and the language of 'other claims.'" (Docket No. 16 at ¶3).

Accordingly, considering Defendant's representation that it has cured the alleged defect constituting the subject of Plaintiff's motion, the Court **DENIES** as moot the Motion to Strike Offer of Judgment [15]. However, if the issue should arise again by way of post-trial motion, Plaintiff may re-assert the instant argument as to the invalidity of the initial Offer of Judgment, which, in the Court's estimation, is plain on its face. *See Seaman v. Focus on Renewal-STO-ROX Neighborhood* 

Plaintiff appears to argue that the proper form of relief as to "an impermissibly coercive Offer of Judgment is to vacate rather the reform that offer." (Docket No. 15 at ¶5) (citations omitted). However, that argument presupposes that an offer of judgment has been accepted and judgment has been entered, which is not the case here. *See Freeman v. B&B Associates*, 790 F.2d 145, 152 (D.C. Cir. 1986) (opining that if a court found an accepted offer of judgment to be invalid, it must vacate rather reform the same).

Corp., Civil Action No. 05-1014, 2007 WL 184800, at \*1 (W.D. Pa. Jan. 22, 2007).

<u>s/Nora Barry Fischer</u>Nora Barry FischerUnited States District Judge

cc: All counsel of record.

Date: June 26, 2008